



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

December 2, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 2 TO AGREEMENTS WITH UNIVERSITY
CHILDREN'S MEDICAL GROUP AND PACIFIC SLEEP MEDICINE SERVICES**
(3rd and 4th Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 2 to County Agreement Numbers H-700127 with University Children's Medical Group for \$13,950 and H-700150 with Pacific Sleep Medicine Services for \$76,000, for a 12-month extension, effective January 1, 2005 through December 31, 2005, for a total net County cost of \$89,950.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The recommended action will permit University Children's Medical Group (UCMG) and Pacific Sleep Medicine Services (PSMS) to continue to provide sleep disorder interpreter studies for pediatric patients at Harbor-UCLA Medical Center and patients at Olive View-UCLA Medical Center who are suspected or diagnosed with sleep disorders. The current agreements will expire on December 31, 2004.

FISCAL IMPACT/FINANCING:

The total funding for the continuation of sleep disorder studies at both facilities is \$89,950 which consists of \$13,950 for Harbor-UCLA Medical Center and \$76,000 for Olive View-UCLA Medical Center. Funding is included in Department of Health Services' Fiscal Year 2004-05 Adopted Budget and will be requested in the Fiscal Year 2005-06 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On June 17, 2003, the Board approved delegated authority to the Director of Health Services, or his designee, to execute various new agreements, effective July 1, 2003 through December 31, 2003, for services previously obtained through the purchase order process. Agreements were executed under this delegated authority with UCMG and PSMS.

On December 16, 2003, through delegated authority approved by the Board, several amendments were executed to extend the term of these agreements, including UCMG and PSMS, an additional 12 months, effective January 1, 2004 through December 31, 2004.

The recommended Amendment No. 2 will extend the term of the agreements with UCMG and PSMS for an additional 12 months, effective January 1, 2005 through December 31, 2005. This will allow for sleep disorder interpretive services to continue without interruption at Harbor-UCLA and Olive View-UCLA Medical Centers.

In order to conduct the sleep disorder study, the contractor's staff must be qualified in the area of sleep medicine and pediatric sleep apnea to interpret and diagnose sleep disorders. A report of each study is prepared and provided to the referring physician at Harbor-UCLA and Olive View-UCLA Medical Centers.

Currently, the Department of Health Services (DHS) is conducting a review to determine the future need for these services at Harbor and Olive View.

County Counsel has approved the amendments (Exhibit I and II) as to use and form.

Attachment A provides additional information.

CONTRACTING PROCESS:

DHS will make a determination regarding the appropriate method of contracting once a review regarding the long term need for each agreement is completed.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

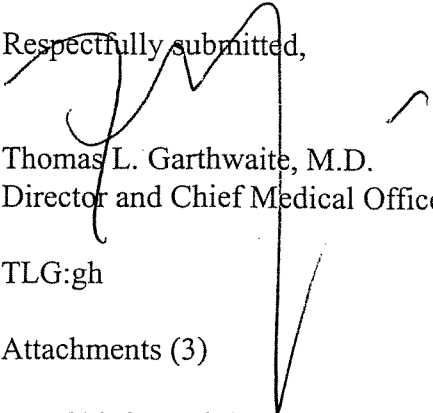
Approval of the recommended action will allow for the ongoing provision of sleep study services to patients with suspected or diagnosed sleep disorders at Harbor-UCLA and Olive View-UCLA Medical Centers.

The Honorable Board of Supervisors
December 2, 2004
Page 3

DHS has determined that these agreements are not Proposition A agreements and therefore are not subject to the provisions of the County Living Wage Program.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:gh

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETC3639_GH.wpd

SUMMARY OF AGREEMENT1. Type of Service:

Sleep disorder studies at Harbor-UCLA and Olive View-UCLA Medical Centers.

2. Names and Addresses ofContact PersonCounty Facility

University Children's Medical Group
6430 Sunset Boulevard, Suite 600
Los Angeles, California 90028
Attention: Dave J. Baker, Contract Manager
Telephone: (323) 669-4671

Harbor-UCLA Medical Center

Pacific Sleep Medicine Services
11010 Arrow Route, Suite 109
Rancho Cucamonga, California 91730
Attention: Thomas J. Wiedel, Chief Operating Officer
Telephone: (323) 782-0687

Olive View-UCLA Medical Center

3. Term:

The term of the two amendments will be effective January 1, 2005 through December 31, 2005 until such time as either party terminates the agreement with 10 days advance written notice to the other party.

4. Financial Information:

The total funding for the continuation of sleep disorder studies is \$89,950 which consists of \$13,950 for Harbor-UCLA Medical Center and \$76,000 for Olive View-UCLA Medical Center. Funding is included in DHS' Fiscal Year 2004-05 Adopted Budget and will be requested in the Fiscal Year 2005-06 budget.

5. Approvals:

Harbor-UCLA Medical Center

Tecla Mickoseff, Chief Executive Officer

Olive View-UCLA Medical Center:

Melinda Anderson, Chief Executive Officer

Contract Administration:

Irene E. Riley, Director

County Counsel:

Elizabeth J. Friedman, Senior Deputy County Counsel

BLETCD3372.GH

10/28/04

Contract No. H-700127

INTERPRETER SLEEP STUDY SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between COUNTY OF LOS ANGELES (hereafter
"County").

and UNIVERSITY CHILDREN'S MEDICAL GROUP
(hereafter "Contractor").

WHEREAS, reference is made to that certain document
entitled, "INTERPRETER SLEEP STUDY SERVICES AGREEMENT", dated
June 17, 2003, and further identified as County Agreement No.
H-700127, and any amendments thereto (all hereafter referred to
as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend its term and make the changes described
hereinafter; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on
January 1, 2005.

"5. MAXIMUM OBLIGATION OF COUNTY: During the period of January 1, 2005 through December 31, 2005, the maximum obligation of County for all services provided hereunder to the Harbor-UCLA Medical Center shall not exceed Thirteen Thousand, Nine Hundred Fifty Dollars (\$13,950).

7. Exhibit A-1 and Schedule A-1 shall be replaced by Exhibit A-2 and Schedule A-2, attached hereto and incorporated herein by reference.

8. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

UNIVERSITY CHILDREN'S MEDICAL GROUP
Contractor

By _____

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AMND:CD3640.gh
gh:10/26/04

UNIVERSITY CHILDREN'S MEDICAL GROUP
STATEMENT OF WORK

INTERPRETER SLEEP DISORDER STUDY SERVICES AGREEMENT
January 1, 2005 through December 31, 2005

1. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of interpreter sleep study services hereunder. Upon request by Director, Contractor's administrator shall be available at all reasonable times (Monday through Friday, 8:00 a.m. to 5:00 p.m.) to explain the services it is providing to County hereunder; such explanation shall include, but not be limited to, providing oral presentations on behalf of the Director, and upon Director's request, providing written reports to each appropriate County facility receiving services herein.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular phone), pager, and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling,

Director to provide necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and County. In any event, County will provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

3. SERVICES TO BE PROVIDED BY CONTRACTOR: Contractor shall provide interpretation of pediatric sleep studies for the evaluation of sleep breathing. Contractor shall read and interpret pediatric polysomnograms performed for the evaluation of sleep breathing.

Contractor shall provide analysis for sleep staging and identification of abnormal respiratory events during sleep. Contractor staff shall be qualified in the area of pediatric apnea to interpret and diagnose any sleep difficulties that lead to treatment of serious problems such as non-breathing spells.

4. PERSONS TO BE SERVED: Pediatric patients in the costal region of Los Angeles County.

5. COMPENSATION: County agrees to compensate Contractor for services performed at an hourly rate of \$150.00 for up to four hours per week.

6. PAYMENT: As noted in the body of the Agreement (i.e., Paragraph 4., Billing and Payment, of the Agreement body), the fee received for interpreter sleep study services, effective January 1, 2005 through December 31, 2005, shall be described in

Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontract and/or consultant services.

9. REPORTS: Results of analyses completed shall be typed and returned to the referring physician within 3 weeks from completion of the sleep study.

10. HEALTH CLEARANCE: Prior to employment or service provision and annually thereafter, Contractor shall provide a written certification that each provider of services under this agreement has a health examination in accordance with Title 22, California Code of Regulations requirements, is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest x-ray and/or tuberculin skin test (Mantoux test), and is able to perform the assigned duties.

11. BLOODBORNE PATHOGENS: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Agency ("OSHA") Bloodborne Pathogens Information packet prior to providing services under this Agreement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

SCHEDULE A-2

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
HARBOR-UCLA MEDICAL CENTER

JANUARY 1, 2005 THROUGH DECEMBER 31, 2005

FEE SCHEDULE

Annual Amount (\$150 per hour/approx. 86 hours)	\$12,900
Contingency Amount (\$150 per hour/approx. 7 hours)	<u>\$ 1,050</u>
MAXIMUM OBLIGATION	\$13,950

Contract No. H-700150

SLEEP DISORDER STUDY SERVICES AGREEMENT

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between COUNTY OF LOS ANGELES (hereafter
"County").

and PACIFIC SLEEP MEDICINE SERVICES
(hereafter "Contractor").

WHEREAS, reference is made to that certain document
entitled, "SLEEP DISORDER STUDY SERVICES AGREEMENT", dated
June 17, 2003, and further identified as County Agreement No.
H-700150, and any amendments thereto (all hereafter referred to
as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the
Agreement to extend its term and make the changes described
hereinafter; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on
January 1, 2005.

"5. MAXIMUM OBLIGATION OF COUNTY: During the period of January 1, 2005 through December 31, 2005, the maximum obligation of County for all services provided hereunder to the Olive View-UCLA Medical Center shall not exceed Seventy-Six Thousand Dollars (\$76,000)."

7. Exhibit A-1 and Schedule A-1 shall be replaced by Exhibit A-2 and Schedule A-2, attached hereto and incorporated herein by reference.

8. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

PACIFIC SLEEP MEDICINE SERVICES
Contractor

By _____

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contract Administration

AMNDCD:3641.gh
gh:10/26/04

PACIFIC SLEEP MEDICINE SERVICES
STATEMENT OF WORK

SLEEP DISORDER STUDY SERVICES AGREEMENT
January 1, 2005 through December 31, 2005

1. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractor's day-to-day provision of interpreter sleep study services hereunder. Upon request by Director, Contractor's administrator shall be available at all reasonable times (Monday through Friday, 9:00 a.m. to 4:00 p.m.) to explain the services it is providing to County hereunder; such explanation shall include, but not be limited to, providing oral presentations on behalf of the Director, and upon Director's request, providing written reports to each appropriate County facility receiving services herein.

Contractor shall notify County, in writing, of the name, telephone and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling,

personnel will be made available to Contractor at the discretion of Director to provide necessary input and assistance in order to answer questions and provide necessary liaisons between Contractor and County. In any event, County will further provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

3. SERVICES TO BE PROVIDED BY CONTRACTOR: Contractor shall provide overnight polysomnography, continuous positive airway pressure titration and multiple sleep latency test for the evaluation of sleep disorder studies.
Contractor staff shall be qualified in the area of sleep medicine to interpret and diagnose sleep disorders.
4. PERSONS TO BE SERVED: Patients with suspected and diagnosed sleep disorder, as requested by the referring physician.
5. COMPENSATION: County agrees to compensate Contractor for services performed at a rate of \$590.00 per study.
6. PAYMENT: As noted in the body of the Agreement (i.e., Paragraph 4., Billing and Payment, of the Agreement body), the fee received for interpreted sleep study services, effective January 1, 2005 through December 31, 2005, shall be described in Exhibit A-2, Schedule A-2, attached hereto.

Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontract and/or consultant services.

9. REPORTS: Contractor shall report patient results to the referring physician by fax and provide results and CD ROM (CD/disk) and return to the referring physician within 3 days from completion of the sleep study.
10. HEALTH CLEARANCE: Prior to employment or service provision and annually thereafter, Contractor shall provide a written certification that each provider of services under this agreement has a health examination in accordance with Title 22, California Code of Regulations requirements, is free of infectious disease(s), has been immunized against common communicable diseases, has received a chest x-ray and/or tuberculin skin test (Mantoux test), and is able to perform the assigned duties.
11. BLOODBORNE PATHOGENS: Contractor must read and sign a statement that she/he has read the Occupations Safety and Health Agency ("OSHA") Bloodborne Pathogens Information packet prior to providing services under this Agreement. Medical Director shall retain such statement in Contractor's credentialing files.

SCHEDULE A-2

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
OLIVE VIEW MEDICAL CENTER

JANUARY 1, 2005 THROUGH DECEMBER 31, 2005

FEE SCHEDULE

<u>Services</u>	<u>Approximate Number of Studies</u>	<u>Cost Per Study</u>	<u>Total Budget</u>
Sleep Disorder Studies	128	\$590.00	\$76,000
Total Program Cost:			\$76,000